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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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11 KAARYN GUSTAFSON, et al.,)
12 Plaintiffs,) No. C97-4016 BZ
13 v.) ORDER GRANTING PRELIMINARY
14 UNIVERSITY OF CALIFORNIA) APPROVAL OF AMENDED CLASS
15 at BERKELEY, et al.,) ACTION SETTLEMENT
16 Defendants.) AGREEMENT AND SETTING
FINAL FAIRNESS HEARING

17 The Parties appeared before the Court on December 1,
18 2004, and January 5, 2005. A proposed Amended Settlement
19 Agreement (hereafter "Settlement Agreement") was submitted
20 for preliminary approval at the January 5, 2005 hearing.
21 The Parties were represented by their attorneys of record.
22 Good cause appearing, **IT IS HEREBY ORDERED** that:

23 1. The stipulated class definition set forth in the
24 Settlement Agreement is approved as meeting the
25 requirements of Rule 23(b)(2). The settlement class shall
26 be defined as:

27 All UC Berkeley students disabled by mobility and/or
28 vision impairments as defined under state and/or
federal law who allegedly have been denied their

1 rights under Section 504 of the Rehabilitation Act of
2 1973, Title II of the Americans with Disabilities
3 Act, California Civil Code §§ 51, et seq., California
4 Civil Code §§ 54, et seq., California Government Code
5 §§ 4450, et seq., and/or California Civil Code §§
6 11135, et seq., to access to the programs, services,
7 and/or activities of the University of California,
8 Berkeley resulting from and/or relating to physical
9 barriers.

6 2. The Settlement Agreement between the class and
7 the University of California, Berkeley ("University")
8 appears to be fundamentally fair, adequate, and reasonable
9 and within the range of possible approval. Preliminary
10 approval is therefore granted. Accordingly, the Settlement
11 Agreement shall be submitted to the class members for their
12 consideration and for a hearing pursuant to Federal Rule of
13 Civil Procedure 23(e).

14 3. The Parties shall provide notice to the class as
15 set forth in the Settlement Agreement. Specifically, the
16 notice set forth as Attachment H-1 to the Settlement
17 Agreement shall be mailed to all known class members, and
18 the notice set forth as Attachment H-2 shall be published
19 as described in the Settlement Agreement. All notice shall
20 be distributed no later than **January 19, 2005**. Proof of
21 the giving of notice shall be filed with the Court no later
22 than **January 26, 2005**.

23 4. Any class member may object to the proposed
24 settlement by filing with the Clerk of the Court a written
25 objection filed or postmarked no later than **February 28,**
26 **2005**. A written copy of any objections filed with the
27 Court shall also be sent to class counsel as follows:
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1 Stephen Tollafield, Disability Rights Advocates, 449 15th
2 Street, Suite 303, Oakland, CA 94612. Any objections
3 received or postmarked after the deadline may not be heard
4 at the hearing for final approval.

5 5. Any response to any objection shall be filed by
6 counsel for the Parties by **March 11, 2005**.

7 6. A fairness hearing shall be held before this
8 Court in Courtroom G, 15th Floor, United States District
9 Court for the Northern District of California, 450 Golden
10 Gate Avenue, San Francisco, California, 94102-3483, on
11 **March 23, 2005, at 3:00 p.m.** to consider whether the
12 Settlement Agreement is fair, reasonable and adequate and
13 should receive the Court's final approval.

14 7. Should the Court grant final approval after the
15 fairness hearing, the Court will at that time and
16 conditioned upon such final approval direct the filing of
17 the amended complaint pursuant to the Parties' stipulation
18 and grant Plaintiffs' uncontested motion for attorneys'
19 fees and costs for work up through July 31, 2004.

20 Dated: January 6, 2005

21 /s/Bernard Zimmerman

22 Bernard Zimmerman
23 United States Magistrate Judge

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